

385.4
L511a

Agreement of Conditional Sale

SERIES "C"

between

LEE, HIGGINSON & CO.,

THE WABASH RAILROAD COMPANY

and

CITY TRUST CO.,

Trustee.

THE LIBRARY
OF THE
UNIVERSITY OF ILLINOIS

Dated July 2, 1906.

C. G. BURGOYNE, Walker and Centre Streets, N. Y.

385.4
L 511a

THIS AGREEMENT, dated the Second day of July, 1906, between LEE, HIGGINSON & Co., of Boston, Commonwealth of Massachusetts (hereinafter designated the "Vendors"), parties of the first part; THE WABASH RAILROAD COMPANY (hereinafter designated the "Railroad"), party of the second part, and CITY TRUST Co., a corporation created and existing under and by virtue of the laws of the Commonwealth of Massachusetts, as Trustee (hereinafter designated "Trustee"), party of the third part,

WITNESSETH :

WHEREAS, the Railroad is desirous of securing the use upon and in connection with its railroad of the equipment hereinafter mentioned, and has requested the Vendors to acquire and to sell the same to the Railroad on the terms and conditions hereinafter set forth; and

WHEREAS, the Vendors are willing to acquire and furnish said equipment to the Railroad upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by and between the parties hereto as follows :

FIRST. Upon and subject to the terms of this Agreement, the Vendors will sell and deliver to the Railroad the equipment herein described, such equipment to be constructed by the manufacturers in accordance with specifications heretofore furnished and approved by the Railroad and to be delivered at the times and places as follows :

56514

15028 E. K. S.

Com. 15 Mar. 28 Dixie 3k 2

To be manufactured by Baldwin Locomotive Works:

	<i>Date.</i>	<i>Place of Delivery.</i>
Thirty (30) Consolidation Locomotives and tenders, Class H-7, both locomotives and their respective tenders to be numbered 2301 to 2330, inclusive.	August, 1906.	f. o. b. Wabash Tracks, at Buffalo, N. Y.
Thirty (30) Prairie Type Locomotives and Tenders, Class G-1; both locomotives and their respective tenders to be numbered 2001 to 2030, inclusive.	July, 1906.	f. o. b. Wabash Tracks, at Buffalo, N. Y.

To be manufactured by American Locomotive Company:

	<i>Date.</i>	<i>Place of Delivery.</i>
Twenty (20) Six-Wheel Switching Locomotives and Tenders, Class B-7; twelve of said locomotives and their respective tenders to be numbered 525 to 536, inclusive, and eight of said locomotives and their respective tenders to be numbered 2207 to 2214, inclusive.	July, August and September, 1906.	f. o. b. Wabash Tracks, at Buffalo, N. Y., or Pittsburgh, Pa.

To be manufactured by Standard Steel Car Company:

	<i>Date.</i>	<i>Place of Delivery.</i>
Two thousand (2000) Composite Flat-bottom Gondola Cars, with steel underframes, 100,000 lbs. capacity, to be numbered 60,000 to 61,999 inclusive.	August and September, 1906.	Butler, Pa., on tracks of Bessemer & Lake Erie R. R.

To be manufactured by Western Steel Car & Foundry Company :

	<i>Date.</i>	<i>Place of Delivery.</i>
Two thousand (2000) Composite flat-bottom Gondola Cars, with steel underframe; 100,000 lbs. capacity; to be numbered 45,501 to 47,500, inclusive.	October, November and December, 1906.	f. o. b. Wabash Tracks, at Hege- wisch, Ill. -

To be manufactured by American Car and Foundry Company :

	<i>Date.</i>	<i>Place of Delivery.</i>
Two thousand (2000) Wooden Box Cars; 80,000 lbs. capacity, to be numbered 70,200 to 72,199 inclusive.	August and September, 1906.	f. o. b. Wabash Tracks, at De- troit, Michigan.

SECOND. The Railroad will purchase, receive and accept, and hereby purchases from the Vendors, all said equipment, aforesaid, upon and subject to all the terms and conditions of this Agreement, said equipment to be constructed by the manufacturers in the manner and to be delivered at the places and times aforesaid.

THIRD. Until payment by the Railroad to Lee, Higginson & Co., Vendors, their successors or assigns, and to the holders of the bonds hereinafter referred to, of the entire purchase price of said equipment, and all of the instalments and amounts as hereinafter specified, and until all of the obligations of the Railroad hereunder shall have been fully complied with and performed, the title to the equipment aforesaid shall not pass to or vest in the Railroad but shall remain in said Vendors, on the *trust* to perform and enforce this Agreement for the benefit of the holders of the bonds hereinafter referred to, notwithstanding the delivery to, and the possession and use of said equipment by the Railroad.

FOURTH. The Railroad promises, as a consideration for the sale and delivery to it of the equipment hereinbefore mentioned, to comply with all the terms and provisions of this Agreement, and also to pay amounts of principal and interest to the persons, and at the times, as follows, to wit:—

The principal sum of Seven million One hundred sixty-six thousand Seven hundred ninety-eight dollars and Forty cents (\$7,166,798.40), of which amount Nine hundred eighty-six thousand Seven hundred ninety-eight dollars and Forty cents (\$986,798.40) shall be paid in cash to the Vendors in instalments in proportion to the value of the equipment as the equipment is delivered (the manufacturers' prices to be taken as the basis of values), and the balance shall be paid to the holders of the bonds hereinafter mentioned according to the terms of the said bonds, in twenty (20) consecutive semi-annual instalments of Three hundred and nine thousand dollars (\$309,000) each, payable on the first day of January and July in each year, commencing on January 1, 1907, and ending on July 1, 1916. Each of said instalments shall be evidenced by Three hundred and nine (309) bonds of the Railroad Company of the denomination of One thousand dollars (\$1,000) each. Said Bonds shall be numbered in the order of their maturity from One (1) to Six thousand One hundred eighty (6,180), inclusive. They shall be dated the Second day of July, 1906, and shall bear interest at Four and one-half percentum ($4\frac{1}{2}\%$) per annum from July 1, 1906, until the date of payment thereof. Said interest shall be payable semi-annually on the first day of January and July, and shall be evidenced by coupons to be attached to said bonds bearing the lithographed fac-simile of the signature of the Treasurer of the Railroad Company.

All or any of said bonds shall under certain conditions hereinafter set forth, be subject to redemption upon any day upon which an instalment of interest shall be payable by payment of the principal thereof and of all unpaid accrued interest thereon, together with a premium of one per cent (1%) thereon. Said bonds shall be in substantially the following form:

[FORM OF BOND.]

No.

\$1,000.

THE WABASH RAILROAD COMPANY.**EQUIPMENT GOLD BOND, SERIES "C."**

On the day of , 19 , without grace, The Wabash Railroad Company, for value received, promises to pay to bearer the sum of one thousand dollars (\$1,000) in gold coin of the United States of America of or equivalent to the present standard of weight and fineness, at the office of Lee, Higginson & Co., in the city of Boston, Commonwealth of Massachusetts, with interest thereon from July 1, 1906, until paid at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum, payable semi-annually in like gold coin at said office on the first days of January and July in each year on the presentation and surrender of the respective coupons for such interest hereto attached as they severally mature. All payments upon this bond, both principal and interest, shall be made without deduction for any tax or taxes which the Railroad may be required to pay thereon or retain therefrom under any present or future law of the United States or of any State, county or municipality thereof.

This bond is one of a series of bonds known as "The Wabash Railroad Company Equipment Gold Bonds, Series C," numbered from One (1) to Six thousand one hundred and eighty (6,180), inclusive, aggregating the par value of Six million one hundred and eighty thousand dollars (\$6,180,000), of like date, amount and tenor, except as to date of maturity, Three hundred and nine (309) of said bonds maturing on the first days of January and July in each year, commencing on January 1, 1907, and ending on July 1, 1916.

Said bonds represent the obligation of The Wabash Railroad Company to pay a part of the purchase price of certain equipment and are issued under an Agreement of Conditional Sale between Lee, Higginson & Co., The Wabash Railroad Company and the City Trust Co., dated the Second day of July, 1906, in which said equipment is fully described, and by the terms of which the title to all of said equip-

ment is retained and held by said Lee, Higginson & Co., their successors and assigns, for the equal benefit of the holders of said bonds and until full payment of all thereof.

This bond is subject to redemption as and in the manner provided in said Agreement on any day after its date on which an instalment of interest thereon shall mature and accrue by payment of the principal thereof and of all unpaid accrued interest thereon, together with a premium of one per cent. (1%) thereon.

This bond shall not become or be valid or obligatory for any purpose until the Certificate endorsed hereon has been duly signed by the City Trust Co., Trustee.

IN WITNESS WHEREOF, The Wabash Railroad Company has caused its corporate name to be hereunto subscribed by its President or one of its Vice-Presidents and its corporate seal to be hereto attached, attested by its Secretary or one of its Assistant Secretaries, and coupons for interest bearing the engraved or lithographed fac-simile of the signature of its Treasurer to be hereto attached as of the Second day of July, 1906.

THE WABASH RAILROAD COMPANY,

By-----
President.

Attest :

Secretary.

[FORM OF COUPON]

No. ----- \$22.50

On the First day of -----, 19 , the Wabash Railroad Company will pay to bearer at the office of Lee, Higginson & Co., in the City of Boston, Commonwealth of Massachusetts, Twenty-two dollars and fifty cents (\$22.50) in gold coin of the United States of America of or equivalent to the standard of weight and fineness of the Second day of July, 1906, being interest then due on its Equipment Gold Bond, Series C, No.-----, subject to all the conditions stated in the said bond and in the Agreement of Conditional Sale dated the Second day of July, 1906, therein referred to.

Treasurer.

[FORM OF TRUSTEE'S CERTIFICATE.]

This bond is one of the Series of Bonds mentioned in the Agreement of Conditional Sale within referred to, dated the Second day of July, 1906.

CITY TRUST Co.,
Trustee.

By

Vice-President.

FIFTH. Said bonds shall be executed and delivered by the Railroad to the Trustee simultaneously with the execution and delivery hereof, or as soon thereafter as possible, and said Trustee shall forthwith certify and deliver the same on the order of Lee, Higginson & Co. In case any of said bonds are not delivered until after July 1, 1906, interest shall be adjusted thereon so that interest shall accrue only from the date of delivery. In case of the sale by the Vendors of any of said bonds, an amount equal to interest at the rate of three per cent. (3%) per annum on the proceeds of such bonds, while unexpended for the purchase of equipment, will be allowed and credited to the Railroad. Only said Bonds as shall bear thereon a certificate substantially in the form hereinbefore recited, duly executed by the Trustee, shall be valid or entitled to any right or benefit hereunder.

From and after the date hereof and after notice shall have been given as hereinafter provided, all or any of the bonds authorized and issued under this agreement shall be redeemable in the manner hereinafter provided by payment of the principal and the interest accrued to the date of redemption specified in such notice, together with a premium of one per cent. (1%) on such principal. Whenever the Railroad shall request the Vendors in writing--which request shall be received by the Vendors not less than ninety (90) days before the date designated in such notice--to draw a specified aggregate amount of such bonds for redemption, the Vendors shall draw by lot from and out of the numbers of the then outstanding bonds the numbers of such bonds which are to be redeemed in pursuance of such request. After any such drawing, the Vendors

shall advertise at least once in each calendar week for three successive calendar weeks in a newspaper published in Boston, Massachusetts and a newspaper published in St. Louis, Missouri, a notice addressed to the holders of bonds secured by this agreement specifying the distinctive numbers of the bonds so drawn for redemption and stating that such bonds have been drawn for redemption and that on a date designated in such notice—which date shall be the next ensuing date upon which an instalment of interest shall accrue and mature upon the bonds so drawn, respectively—such specified bonds will become due and payable, together with a premium on their face value at the rate above provided for and accrued interest to the date of payment specified in such notice. Upon such advertisement of such notice the bonds therein specified shall become and be due and payable on the date designated in such notice at the office of the Vendors in Boston, Massachusetts, or of their successors, at par, together with a premium on their face value at the rate above provided for and the interest accrued to the date so designated; and on or before such date of payment the Railroad shall deposit with the Vendors a sum sufficient for such payment of any such bonds as shall have been drawn as aforesaid at the request of the Railroad. On and after the date of payment designated in such notice, the Vendors shall take up and pay at the rate aforesaid out of the moneys which shall be deposited by the Railroad with the Vendors for that purpose the bonds that shall have been drawn at the request of the Railroad as aforesaid. Such payment of the sum payable for principal and premium of each bond drawn for redemption shall be made to the bearer of each bond, but in no case shall any payment be made except upon surrender of such bonds and of all coupons for interest thereon not due at the date of redemption designated in such notice. All interest instalments upon said bonds which shall have matured on or prior to the date of redemption designated in such notice, shall continue to be payable to the bearers severally and respectively of the coupons for such instalments. From and after the date when said bonds shall become payable as aforesaid, the moneys deposited by the Railroad for payment thereof shall be held by the Vendors upon special trust for the payment of such bonds at the rate above provided for and such accrued interest to the date specified in such notice, and from

and after the date designated in such notice, if such money shall have been so deposited, no further interest shall accrue upon any of said bonds and any coupons for interest maturing after such date shall become and be null and void, anything in such bonds or in such coupons or in this Agreement to the contrary notwithstanding. All bonds issued hereunder and so redeemed by the use of moneys deposited with or paid to the Vendors by or for the Railroad under the provisions of this Article shall be canceled and thereupon delivered to the Railroad.

Until said bonds can be lithographed, the Railroad may execute in lieu of said lithographed bonds, and subject to the same limitations and conditions, temporary bonds (without coupons), of any denomination, substantially of the tenor of the form of bonds hereinbefore set forth; or a temporary receipt entitling the holders thereof to said bonds when ready for delivery. Upon the surrender of said temporary bonds or receipts for exchange, the Railroad shall issue, and upon cancellation of such surrendered bonds or receipts the Trustee shall certify and deliver in exchange therefor lithographed coupon bonds for the amount of the temporary bonds or receipts surrendered, and of similar value, and date of maturity, and until so exchanged the temporary bonds or receipts shall have the same force or effect as lithographed bonds issued hereunder.

SIXTH. The Railroad shall be entitled to the possession and use of the said equipment upon its lines of Railroad and upon connecting and other railways, in the usual interchange of traffic, and otherwise as hereinafter provided for, from and after the delivery of said equipment by the Vendors to the Railroad but only upon and subject to all the terms and conditions of this Agreement.

A metal plate bearing the words "Lee Higginson & Co., Owners," in plain letters, shall, upon the delivery of said equipment to the Railroad, be permanently and securely placed and fastened upon each side of the locomotives, tenders and cars composing the equipment and such words shall also be otherwise plainly marked on each side of each thereof in such manner as to render such plates and marks readily visible and so as to plainly indicate the

ownership of said equipment. In case any of such marks shall at any time be removed, defaced or destroyed, the Railroad shall and will immediately restore and replace the same, and in event of the assignment by the Vendors of their title and rights in and to said equipment as hereinafter provided in Paragraph Sixteenth, the Railroad agrees that if so requested it will make any alteration or substitution in respect of such marks as may be reasonably required to indicate the change in the title to said equipment, so that every piece of the original equipment and every piece of equipment replacing any of the same shall always be marked on both sides plainly with the name of the Vendors, their successors or assigns as the owners of said equipment. The Railroad will not allow the name of any persons, association or corporation to be placed on any of said equipment, as a designation which might be interpreted as a claim of ownership by the Railroad thereof; Provided, however, that the Railroad may cause the said locomotives, tenders and cars composing said equipment, and each of them, to be lettered "Wabash" (or with the name "W. & L. E." in event of the lease of any of said equipment to the Wheeling and Lake Erie Railroad Company), or in some other and substantially similar manner, for convenience or identification of its interest therein. The Railroad shall not change the numbers upon any of the locomotives, tenders, and cars composing said equipment during the life hereof, without the written consent thereto of the Vendors and in that event only as hereinafter provided in Paragraph Twelfth.

SEVENTH. The Railroad shall and will at all times keep all of such equipment, and any equipment that may be used to replace any part thereof, in proper order and complete repair and at all times in good working condition; all repairs and maintenance to be done to the satisfaction of the Vendors and all at the expense of the Railroad; and the Railroad shall and will renew and replace from time to time such of said equipment as may be worn out, lost or destroyed, the title to all new equipment procured for such renewing and replacing to be taken in the name of the Vendors, and such new equipment to be immediately subject to all the terms and conditions of this Agreement in all respects as though part of the original

equipment hereby contracted for, so that the equipment aforesaid shall at all times during the life of this Agreement be undiminished in amount and value, except so far as the same may be affected by the natural use and wear thereof. All new locomotives, tenders and cars, purchased or procured to replace any which may be worn out, lost or destroyed shall be of substantially the same quality and character and shall bear the same serial numbers as the locomotives, tenders and cars replaced unless a change either in quality, quantity, character or numbers is expressly consented to by the Vendors in writing, and in that event such change shall be effected only as hereinafter provided for in Paragraph Twelfth. The Railroad shall from time to time, if required by the Vendors, or their successors or assigns, and at least once in every year until full performance of this Agreement by the Railroad, furnish a full and complete statement of the equipment covered hereby and of its whereabouts, as near as may be, and of the numbers and description of such of the locomotives, tenders and cars as may have been destroyed or substituted by others, the numbers of those repaired during the preceding year and the numbers of those at the date of such statement undergoing repair, or in the shops for repair, and shall, if requested by the Vendors, their successors or assigns, allow them or their agents to make full inspection of the same, and shall furnish all reasonable facilities to the Vendors, their successors and assigns for making such inspection.

EIGHTH. The Railroad shall and will, during the life of this Agreement, keep the equipment herein contracted for and all equipment which shall be used to replace any part thereof, insured against loss or damage by fire, in the following amounts. Each locomotive with its corresponding tender shall be insured and kept insured for at least Twenty-five per cent. (25%) of its value until the unpaid balance of the purchase price applicable to each said locomotive and tender is less than that sum, and when the unpaid purchase price so applicable to said locomotives and their tenders is less than said amount, the insurance thereon shall at all times be equal to the amount of such part of the unpaid purchase price.

The cars covered hereby shall be insured, as follows :

Each of said Gondola Cars shall be insured for not less than

Twenty-five per cent. (25%) of the value thereof and each of said Wooden Box Cars shall be insured for not less than Forty per cent. (40%) of the value thereof under the Rules and Regulations of the Master Car Builders' Association, and always in an amount at least equal to Twenty-five per cent. (25%) and Forty per cent. (40%), respectively, of the unpaid balance of the purchase price, and in a company or companies to be approved by the Vendors, the loss, if any, to be payable to the Vendors, in trust for the holders of the bonds issued hereunder, and will assign and deliver the policy or policies of such insurance to the Vendors; all insurance premiums shall and will be paid by the Railroad; and, in default of the Railroad keeping the equipment so insured, the Vendors may make such insurance from time to time, as aforesaid, and pay the premium or premiums therefor, but they shall not be required so to do, and in such event the Railroad shall and will pay to the Vendors, the amount of such premium or premiums so paid, with interest at Five per cent (5%) per annum from time of payment. In case the Railroad fails to make such insurance, and the Vendors, insure the equipment or any part thereof, as above specified, the title to the equipment aforesaid shall, notwithstanding the making of the other payments required to be made by the Railroad hereunder, remain in the Vendors, until the repayment of the amounts so paid for insurance, with interest at Five per cent. (5%) per annum, from the time of payment, and the repayment of such amounts is hereby expressly made one of the obligations to be performed before title to the equipment shall vest in the Railroad. Upon the payment of any insurance money on account of losses covered by such insurance it shall be held and retained by the Vendors, until the replacement or repair of the equipment covered by such insurance, and upon proof satisfactory to the Vendors, of the proper replacement or repair of said equipment said insurance money so collected shall be paid to the Railroad to be used by it in payment of the cost of such replacement or repair.

In event that the Railroad shall receive from, or there shall be payable by, foreign lines of railway or other persons or corporations, moneys on account of the loss or destruction of, or damages suffered by any of said locomotives, tenders or cars,

the same shall be forthwith paid over to the Vendors to be held and applied by it upon the same terms as insurance moneys received by it hereunder as aforesaid.

NINTH. The Railroad agrees, during the life of this Agreement, to pay or cause to be paid all taxes, assessments and charges of every kind that may be assessed, levied, or made against any of such equipment, or any person as owner thereof, or by reason thereof, or by reason of this Agreement, or the payments to be made thereunder while such equipment is in possession or control of the Railroad, and agrees not to part with the possession of or suffer or allow any of the equipment, by any means or under any circumstances (except so far as is necessary in the usual interchange of traffic, and except as permitted by this Agreement) to pass out of its possession; and also agrees not to cause or permit any of the equipment to be pledged or held for any lawful taxes, debts or obligations of the Railroad, or to be in any manner encumbered by or through the Railroad. In case the Railroad shall neglect to pay any such lawful taxes, assessments or charges, the Vendors may pay the same, but shall not be required to do so, and in such event the Railroad shall and will pay to the Vendors the amounts so paid with interest at Five per cent. (5%) per annum from the time of payment. In case the Railroad shall neglect to pay any such lawful taxes, assessments or charges and the Vendors pay the same or any part thereof as above specified, the title to the equipment shall notwithstanding the making of the other payments required by the Railroad hereunder, remain in the Vendors until the repayment of the amounts so paid, with interest at Five per cent. (5%) per annum, from the time of payment, and the repayment of such amounts is hereby expressly made one of the obligations to be performed before the title to the locomotives, tenders or cars shall vest in the Railroad. The Vendors shall in addition to all other rights hereunder have the right to recover from the Railroad with interest as aforesaid any and all amounts paid by them under this paragraph or the preceding paragraph.

TENTH. The Railroad agrees to comply in all respects with

all Acts of Congress and with the Laws of the United States and of the States of Michigan, Ohio, Indiana, Illinois, Missouri, Iowa, Nebraska, New York and the Dominion of Canada, and of all other states and territories in which it may operate or extend its railroad during the life of this Agreement, applicable to said equipment, and with the lawful rules of the Interstate Commerce Commission, and with all lawful acts, rules, regulations and directions of any Council or other legislative, executive, administrative or judicial body or officer, exercising any power, regulation or supervision over any of the equipment aforesaid, and including all laws and rules relating to automatic coupler devices or attachments, air-brakes or other appliances that may be provided for by Act of Congress or by any local body or officer having competent jurisdiction in the premises, *provided, however*, that the Railroad may in good faith contest the application of any such law, regulation or order to or upon the said equipment aforesaid or any part thereof in any reasonable manner which will not affect the title of the Vendors in and to the said equipment.

ELEVENTH. The Railroad covenants and agrees to protect the Vendors from all claims, demands, costs and expenses in any way accruing upon the use of any patented invention employed in the construction, repair, alteration or improvement of such equipment, or any thereof, and to indemnify and hold the Vendors harmless from all such claims, demands, costs and expenses.

TWELFTH. The Railroad covenants and agrees to make, execute and deliver from time to time all such further or supplemental agreements, deeds or other instruments as may by the Vendors or their counsel be deemed advisable, necessary or expedient, without prejudice to the intention hereof, effectually to protect and enforce their rights hereunder and to protect their title to said equipment or to such equipment as may be at any time hereafter procured to replace any of the equipment which may become worn out, lost or destroyed. In case the Railroad shall wish to change any of the serial numbers of the locomotives, tenders or cars composing such equipment, or in case the Railroad shall wish a change in the quality,

quantity, character or serial numbers of any of the locomotives, tenders or cars used to replace any of the same worn out, lost or destroyed, and the Vendor shall consent thereto in writing as hereinabove provided for in Paragraphs Sixth and Seventh, respectively, the Railroad, if requested thereunto by the Vendors, and if the same be feasible, will at its own expense endorse upon, annex to or file with the record, counterpart or copy of this Agreement in every place or office in which the same has been recorded, registered or filed pursuant to law, as well as with the counterpart lodged with or in the possession of the Trustee hereunder, a statement or other instrument concerning such change, in form satisfactory to the Vendors or their counsel; if the change is in the serial numbers of the locomotives, tenders or cars composing the original equipment delivered hereunder, the statement or other instrument shall set forth the old and the new numbers of those whereof a change in serial numbers has been affected; or if the change is in respect of equipment procured to replace any of the original equipment delivered hereunder, the statement or other instrument shall describe the quality, character and numbers of such new equipment, and also of the equipment which is replaced thereby, and shall set forth that said new equipment is delivered, and that title thereto is held by the Vendors in all respects and for all purposes, as if said new equipment had been part of the original equipment delivered hereunder; and the railroad will make, execute and deliver any and all other instruments, and will do any and all other things deemed necessary, proper or expedient by the Vendors in respect of the premises.

THIRTEENTH. The Railroad covenants and agrees that when and as said bonds and interest coupons mature as therein and herein provided, the said bonds and the interest coupons shall be paid and canceled respectively, and that no purchase or sale of said interest coupons or of said bonds, or advance or loan upon the same, made by or on behalf of, or at the request of, or with the privity of the said Railroad, shall operate to keep the said bonds or said interest coupons, or any of them alive, or in force as against the holders of the other bonds issued hereunder and of the interest coupons appertain-

ing thereto, whether such other bonds and interest coupons be then matured or unmatured; nor shall the Railroad extend or consent to the extension of the time of the payment of the principal of said bonds nor of any interest coupons, and if such extension be made such principal or such interest coupon shall be subject to prior payment in full of the principal of the other bonds and the interest coupons whose payment shall not have been extended, whether such bonds and interest coupons be then matured or unmatured.

FOURTEENTH. Upon the payment by the Railroad of all the aforesaid bonds in full together with the interest thereon in the manner and form herein and therein provided, and upon the performance by the Railroad of all the covenants, obligations and agreements herein contained, the title to such locomotives, tenders and cars shall pass to and vest in the said Railroad; and the vendors will thereupon execute at the expense of the Railroad any bill of sale or other instrument which may be reasonably required by the Railroad as evidence of its title to said equipment and of its compliance with the terms of this Agreement. The Railroad shall not have any power during the life of this Agreement to assign, sell or otherwise dispose of any interest in said equipment or to lease, pledge, mortgage or otherwise encumber the same, save and except subject to this Agreement, but it is agreed that the Railroad may subject to this Agreement lease the said thirty (30) Consolidation Locomotives Numbered 2301 to 2330, inclusive; the eight (8) Switching Locomotives Numbered 2207 to 2214, inclusive, and the two thousand (2,000) Flat Bottom Gondola Cars Numbered 60,000 to 61,999, inclusive, upon such terms as may be agreed upon between said railroad companies.

FIFTEENTH. The Railroad shall be entitled to the possession of the equipment at all times during the life of this Agreement so long as it shall observe the conditions and obligations hereof; but in case default shall be made by the Railroad in the payment of the principal of any of the bonds issued hereunder, or of any interest coupon, as and when the same may be due and payable, whether or not demand be made for the payment thereof, and upon such default continuing for a period of Thirty (30) days, or in case default shall be made

in the due observance or performance of any other of the terms, provisions, covenants, conditions or obligations of this Agreement, and upon such last-mentioned default continuing for a period of Thirty (30) days after notice in writing to the Railroad, the Vendors shall be entitled to, and at their option may, repossess themselves of the locomotives, tenders and cars composing said equipment and of every one thereof, retaining all payments which up to that time may have been made on account of such equipment, bonds and interest, and shall be entitled to collect, receive and retain all unpaid mileage or *per diem* charges earned by said equipment and for the purpose of taking such possession the Vendors shall be entitled to enter upon and take and remove said equipment from the premises of the Railroad, or wherever they shall find said equipment, and the Railroad will afford the Vendors every possible facility and means of assistance to such end; and the Railroad agrees that in event of any default continuing as aforesaid it will as promptly as possible, upon demand in writing by the Vendors, deliver to the Vendors each and every piece of the equipment at such place or places upon the tracks of the Railroad as the Vendors shall require, and will relinquish all claims or right in or to the same. The Vendors shall, upon application to any Court of Equity having jurisdiction in the premises, be entitled to a decree against the Railroad requiring specific performance hereof.

As soon as said right to repossess themselves of the equipment shall accrue to the Vendors, they may at their option, and, if requested thereunto in writing by the holders of a majority of the then outstanding bonds issued hereunder, shall by written notice to the Railroad, declare the principal of all of said outstanding bonds to be due and payable, and upon such declaration the same shall become and be due and payable immediately, anything in this Agreement or in said bonds to the contrary notwithstanding; and the Vendors may also at their option, and, if requested thereunto in writing by the holders of a majority of the then outstanding bonds issued hereunder, shall sell said equipment or so much thereof as may be necessary, with or without notice to the Railroad, either at public auction or private sale, in such manner as the Vendors may deem expedient, and with or with-

out taking possession thereof, and apply the net proceeds of such sale, after deduction of all expenses of such sale and of repossessing themselves of such equipment, and of all moneys paid for taxes, insurance, assessments and charges of every sort paid by the Vendors and of all charges of every nature against said equipment which are proper to be paid, and of all expenses, including attorney's and counsel fees, and the reasonable compensation to themselves for their services, to the payment *pro rata* of the then outstanding bonds, without preference of one over another, whether due or not, or of interest to principal.

No coupon appertaining to any bond hereby secured which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it appertains shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this Agreement, except after the prior payment in full of the principal of the bonds issued hereunder and of all coupons appertaining thereto not so transferred or pledged.

In case the Vendors shall make sale as hereinabove provided, any equipment which it may not be necessary so to sell, and any surplus of the net proceeds of sale, shall be conveyed, transferred and paid to the Railroad. In case the proceeds of such sale shall not be sufficient to pay all of said bonds in full, the Railroad shall be and remain liable for such deficiency; it being expressly agreed that the seizure, removal, taking away or sale of said equipment shall in no way prejudice any right or cause of action of the Vendors, or the holders of the bonds issued hereunder, or any of them, under this Agreement.

The remedies herein, created in favor of the Vendors and of the holders of the bonds issued hereunder, shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, in favor of the Vendors and the holders of said bonds. In the event of a sale made by the said Vendors, as hereinabove provided, it is hereby expressly stipulated and agreed that the said Vendors may, if they so elect, become the purchasers at such sale or sales of such equipment or any thereof, and that any purchaser or purchasers including the Vendors of said equipment may, in lieu of paying in cash the purchase price bid, apply and turn in any of the bonds issued hereunder and unpaid towards the

payment of such purchase price, reckoning and computing said bonds for that purpose at a sum equal to and not exceeding that which would be payable out of the proceeds of said sale or sales (in case of the payment in cash of such bid or bids), to said purchaser or purchasers, as the holder or holders of said bonds, for his or their just share and proportion in that character, upon a due accounting concerning said proceeds and a due apportionment and distribution thereof, after deducting the expenses, charges and other payments connected with the trust and sale as aforesaid.

SIXTEENTH. The Vendors shall be at liberty to sell and transfer their rights to any and all of the instalments of purchase price payable hereunder, and any and all of the bonds issued hereunder, and in case of such sale or transfer, they may at their option assign to the purchaser or purchasers, or to the Trustee *in trust* therefor, their title and all of their rights in and to said equipment and in or under this Agreement, or they may hold and retain their title and all of their rights in and to such equipment *in trust* for the holders of the bonds and coupons issued hereunder. The Vendors may also at any time, and irrespective of any such sale or transfer of their rights to any or all of the instalments of said purchase price, or to any or all of said bonds, assign their title and all of their rights in and to such equipment, to the Trustee *in trust*, for the holders of the bonds and coupons issued hereunder ; but any such transaction shall be subject to the rights of the Railroad under this Agreement.

SEVENTEENTH. In the case of the dissolution of said Vendors, their successors and assigns while possessed of rights and interests in said equipment, or in event of the assignment of their title and all of their rights in and to said equipment as hereinbefore provided in Paragraph Sixteenth, or if, for any cause, the said Vendors, their successors or assigns, shall be unable or unwilling to exercise or enforce the rights, powers and duties conferred or reserved hereby, after being requested so to do, and after being indemnified to their satisfaction against all costs, charges and obligations in the premises, then and in every such event the Trustee, its successor or successors, shall act in the place and stead of the said Vendors,

their successors or assigns, for all the purposes of this Agreement and with the same force and effect as if originally hereby invested with the rights, powers and duties aforesaid appertaining to the Vendors. The Vendors shall make, execute and deliver all such assignments as shall be necessary in order to give full force and effect to this provision.

EIGHTEENTH. The Trustee and any of its successors in the trusts hereby created, shall have the right at any time to resign and be discharged from its office as Trustee hereunder, upon written notice thereof to the Railroad and also to the holders of the then outstanding bonds issued hereunder, which latter notice shall be deemed sufficiently given by leaving the same at the office of Lee, Higginson & Co., their successors and assigns, in the City of Boston.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than three-fourths of the then outstanding bonds issued hereunder. In case the Trustee shall resign or be removed, or otherwise become incapable of acting as trustee hereunder, a successor trustee, qualified as hereinafter stated, may be appointed by an instrument or concurrent instruments in writing executed by the holders of a majority of the then outstanding bonds issued hereunder, provided that in case the Trustee or any successor trustee shall not be in office as trustee hereunder, the Railroad, its successors or assigns may by an instrument authorized by its Board of Directors, appoint a trustee, qualified as hereinafter stated, to fill such vacancy until a trustee shall be appointed by the bondholders; but any trustee so appointed shall immediately and without further act be superseded by a trustee appointed by the holders of the bonds issued hereunder in the manner above provided. Every trustee appointed hereunder from time to time in place of the Trustee shall be a Trust Company in good standing doing business in Boston, Massachusetts, if there be such Trust Company willing and able to accept the trusts upon reasonable or customary terms.

Every trustee appointed hereunder from time to time in place of its predecessor trustee shall execute, acknowledge and deliver to the Railroad an instrument accepting such appointment hereunder, and thereupon such new trustee without

any further act, transfer or assignment, shall become vested with all the rights, powers, duties and immunities then vested in its predecessor trustee, and every provision of this Agreement applicable to the trustee, including the provisions hereinabove in Paragraph Seventeenth for the vesting in the Trustee of the rights, powers and duties now appertaining to the Vendors shall apply to such successor trustee, with like effect as if originally named herein in the stead and place of the party of the third part; but the Trustee or any successor ceasing to act as trustee hereunder nevertheless upon the request of its successor trustee shall make, execute and deliver any and all instruments of assignment or transfer of its rights and interests in, to and under this Agreement, and shall duly transfer and deliver all moneys held by it in accordance with the terms hereof if any, to such new trustee.

NINETEENTH. Neither the Vendors nor the Trustee shall be liable for delay in the delivery to the Railroad of any of the locomotives, tenders or cars composing said equipment, nor for any default on the part of the manufacturers thereof, nor for any defect in any of said locomotives, tenders or cars, nor shall anything herein be construed as a warranty on the part of said Vendors or on the part of said Trustee in respect thereof, nor as a representation in respect of the value thereof.

Both the Vendors and the Trustee may perform their powers and duties by or through such attorneys, agents and servants as they shall appoint and shall be entitled to advice of counsel and shall be answerable only for their own acts, receipts, neglects and defaults and not for the default or misconduct of any attorney, agent or servant appointed by them with reasonable care in pursuance hereof; nor shall either of them be liable for anything whatever in connection with the trusts hereby created, unless the same shall happen through the bad faith of such Vendors or such Trustee, nor shall either the Vendors or the Trustee be responsible in any way for the acts of each other. Neither the Vendors nor the Trustee shall be under any duty to see to the recordation, registration or filing of this Agreement, or of any agreement, statement or other instrument hereafter executed in respect of said equipment, or any locomotives, tenders or cars which may be used to replace any of the

same. Neither the Vendors nor the Trustee shall be responsible in any way for the recitals herein contained or in the bonds issued hereunder, such recitals being recitals of and binding upon the Railroad ; or for the execution or validity hereof, or for the bonds issued hereunder, or for any mistake of fact or law. Neither the Vendors nor the Trustee shall be under any obligation to take any action for the execution or enforcement of the trusts hereby created, unless requested thereunto in writing by the holders of not less than a majority of the then outstanding bonds issued hereunder, and only upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with satisfactory proof as to the ownership of the bonds in respect of which any notice or request may be made ; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Vendors or the Trustee to determine whether or not they or either of them shall take action in respect of such default, or to take action without such request.

Neither the Vendors nor the Trustee shall incur any liability to anybody in acting upon any notice, request, consent, certificate, bond or other paper or instrument believed to be genuine and to be signed by the proper party.

The Trustee shall be entitled to receive payment of all its expenses and disbursements hereunder including counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trusts hereby created, all of which shall be paid by the Railroad.

TWENTIETH. Anything to the contrary herein notwithstanding, all parties hereto may deem and treat the bearer of any bond issued hereunder, and the bearer of any coupon for interest on any such bond, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes ; and no party hereto shall be affected by any notice to the contrary.

TWENTY-FIRST. Except when otherwise expressly indicated, the word " Vendors " as used herein shall be held and construed to mean and include Lee, Higginson & Co. as said firm now exists or shall hereafter be composed, their successors

and assigns, and also, in the event of the happening of any of the contingencies hereinbefore mentioned in Paragraph Seventeen, to mean and include the Trustees and every successor trustee; the word "Trustee" to mean and include City Trust Co. and every successor trustee hereunder; the word "Railroad" to mean and include The Wabash Railroad Company, its successors and assigns; and the words "bondholder" and "holder" shall include the plural as well as the singular number.

Whenever in this agreement mention is made of the life hereof, such time shall be deemed to extend to and include the whole time until the bonds issued hereunder, and all interest thereon shall have been fully paid and satisfied, and all the covenants, obligations and agreements on the part of the Railroad hereunder shall have been fully performed. Whenever in this Agreement provision is made for any notice or demand to or upon the Railroad, or if at any time the Vendors or the Trustees shall desire to give any such notice or make any such demand, such notice or demand may be given or made by depositing a written statement thereof in duplicate, securely enclosed in post-paid wrappers in the General Post Office of the City of Boston, one directed to the Railroad at its office, in St. Louis, Missouri, and the other directed to the Railroad at its office in New York City, and an affidavit by any person representing or acting on behalf of the Vendors or the Trustee, as to such mailing, shall be sufficient evidence of the giving of such notice and the making of such demand.

TWENTY-SECOND. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be the original, and such counterparts together shall constitute but one and the same instrument.

The Railroad agrees to pay the expenses incident to the engraving, execution and certification of the bonds to be issued hereunder, and also connected with the preparation, execution and recordation hereof and of any instruments hereafter executed under the provisions hereof in respect of said locomotives, tenders or cars, composing said equipment or of any locomotives, tenders or cars used to replace any of the same.

IN WITNESS WHEREOF Lee, Higginson & Co. have subscribed and sealed this Agreement, and The Wabash Railroad Company has caused its corporate name to be hereunto subscribed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, attested by its Secretary or Assistant Secretary, and the City Trust Co. has caused its corporate name to be hereunto subscribed by its Vice-President, and its corporate seal to be hereunto affixed, attested by its Secretary or Assistant Secretary the sixth day of July, 1906.

LEE, HIGGINSON & Co.,
by GEORGE C. LEE, JR.

Signed, sealed, executed and)
delivered by Lee, Higginson &)
Co. in the presence of us)

H. R. DENNIS.
J. T. GARDINER.

(SEAL.) THE WABASH RAILROAD COMPANY,
E. T. WELLES,
Vice-President.

Attest :

J. C. OTTESON,
Secretary.

Signed, sealed, attested, executed and)
delivered by The Wabash Railroad)
Company in the presence of us)

F. O. GAVETT.
M. OTTESON.

(SEAL.) CITY TRUST Co.,
By
ARTHUR ADAMS,
Vice-President.

Attest :

GEORGE S. MUMFORD,
Secretary.

Signed, sealed, attested, executed and)
delivered by City Trust Co. in)
the presence of us)

H. R. DENNIS,
J. T. GARDINER.

COMMONWEALTH OF MASSACHUSETTS, } ss. :
 County of Suffolk, }

BE IT REMEMBERED that on this 7th day of July, in the year One thousand nine hundred and six, before me, the undersigned, a Notary Public of the Commonwealth of Massachusetts, duly authorized, commissioned and qualified in and for the County of Suffolk, to take the acknowledgment of deeds and other instruments to be recorded, personally came and appeared George C. Lee, Jr., to me known and well known to me to be a member of the firm of Lee, Higginson & Co., the firm which is named and described in and which executed the foregoing written instrument, and he, the said George C. Lee, Jr., acknowledged to me that he was the individual named and described in and who executed the foregoing instrument as a member of the said firm of Lee, Higginson & Co. and he acknowledged before me that he executed the same as his own free and voluntary act and deed and as the free and voluntary act and deed of Lee, Higginson & Co. for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal as such Notary Public this 7th day of July, 1906.

My Commission expires on the 22nd day of March, 1912.

JOHN T. GARDINER,

[SEAL.]

Notary Public,
 Suffolk County.

COMMONWEALTH OF MASSACHUSETTS, }
 County of Suffolk, } ss. :

BE IT REMEMBERED that on this 7th day of July, in the year A. D. One thousand nine hundred and six, before me, the undersigned, a Notary Public of the Commonwealth of Massachusetts, duly authorized, commissioned and qualified in and for the County of Suffolk to take acknowledgments of deeds and other instruments to be recorded, personally came and appeared before me in person Arthur Adams, the Vice-President of the City Trust Co., to me personally known and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President and to be such Vice-President, who, being by me duly sworn, did depose and say that he resided in the City of Boston; that he is the Vice-President of the City Trust Co., one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal so affixed to said instrument was such corporate seal, and that it was so affixed by order of the Board of Trustees of said corporation, and that said instrument was signed, sealed, executed and delivered in behalf of said corporation as the free and voluntary act and deed of said corporation, and as his own free and voluntary act and deed as such Vice-President, for the uses and purposes therein set forth, by like order.

To all of which I hereby certify.

In witness whereof I have hereunto set my hand and affixed my official seal the 7th day of July, 1906.

My Commission Expires on the 22nd day of March, 1912.

JOHN T. GARDINER,

[SEAL.]

Notary Public,
 Suffolk County.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, SS. :

Clerk's Office of Superior Court.

I, FRANCIS A. CAMPBELL, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby, in the performance of my duty as said Clerk, certify and attest that John T. Gardiner, before whom the annexed affidavits, proofs or acknowledgments were taken and subscribed, is a Notary Public for within, and including the whole of said Commonwealth, residing in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such ; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth ; that he was at the time of taking the affidavits, proofs or acknowledgments, hereto annexed, such Notary Public ; that due faith and credit are and ought to be given to his official acts ; that I am well acquainted with his signature and handwriting, and I verily believe that the signatures to the said affidavits, proofs or acknowledgments are genuine, and further, that the annexed instruments are executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this 7th day of July, A. D. 1906.

(SEAL.)

FRANCIS A. CAMPBELL,
Clerk.

STATE OF NEW YORK, }
 County of New York. } ss. :

BE IT REMEMBERED that on this 6th day of July, in the year A. D. One thousand nine hundred and six, before me, the undersigned, a Notary Public of the State of New York, duly authorized, commissioned and qualified in and for the County of New York to take acknowledgments of deeds and other instruments to be recorded, personally came and appeared before me in person E. T. Welles, The Vice-President of The Wabash Railroad Company, to me personally known and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President and to be such Vice-President, who being by me duly sworn did depose and say that he resided in The City of New York; that he is the Vice-President of The Wabash Railroad Company, one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal so affixed to said instrument was such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that said instrument was signed, sealed, executed and delivered in behalf of said corporation as the free and voluntary act and deed of said corporation, and as his own free and voluntary act and deed as such Vice-President, for the uses and purposes therein set forth, by like order.

To all of which I hereby certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 6th day of July, 1906.

My Commission expires on the 30th day March, 1908.

(SEAL.)

EDWIN L. DUNBAR,
 Notary Public,
 New York County.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss. :

I, PETER J. DOOLING, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that that Edwin L. Dunbar, whose name is subscribed to the certificates of acknowledgment of the annexed instrument and thereon written, was, at the same time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 10th day of July, 1906.

(SEAL.)

PETER J. DOOLING.

CERTIFICATES OF RECORDATION, ETC.

Michigan.

(Compiled Laws 1897, §§ 6336 to 6338 *inc.*)

STATE OF MICHIGAN, }
CITY OF LANSING, } ss. :

I, GEORGE A. PRESCOTT, Secretary of State of the State of Michigan, do hereby certify that the foregoing Agreement, with certificates annexed, between Lee, Higginson & Co., The Wabash Railroad Company and City Trust Co., dated July 2, 1906, was filed for record and duly recorded in my office on the day of July, 1906, at M., in a book of records kept as required by law, for that purpose, the same being Book, page *et seq.*

Given under my hand and the Great Seal of the State of Michigan, at Lansing, this day of July, 1906.

.....
Secretary of State.

Ohio.(Bates' Anno. Stat. 1900, Sec. 3378*a*, *et seq.*)STATE OF OHIO,)
CITY OF COLUMBUS.) ss. :

I, LEWIS C. LAYLIN, Secretary of State of the State of Ohio, Do Herchby Certify that the foregoing agreement, with certificates annexed, between Lee, Hugginson & Co., The Wabash Railroad Company and City Trust Co., dated July 2, 1906, was filed for record and was duly recorded in my office on theday of July, 1906, at..... o'clock... M., in Vol..... , page*et seq.*, being the book kept for that purpose as required by law; and I further certify that a true and exact copy of the foregoing agreement was duly filed in my office on the.....day of July, 1906.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Great Seal of the State of Ohio, this..... day of July, 1906.

.....
Secretary of State.

Illinois.

(Starr & Curtis, Anno. Stat. 1896, Ch. 114, §§ 57, 58 and 59.)

STATE OF ILLINOIS,)
CITY OF SPRINGFIELD.)

I, JAMES A. ROSE, Secretary of State of the State of Illinois, do herchby Certify that the foregoing Agreement between Lee, Higginson & Co., The Wabash Railroad Company and City Trust Co., dated July 2, 1906, with the certificates annexed, was filed for record and was duly recorded in my office on theday of July, 1906, at..... M., in Book..... of Railroad Records, at page..... *et seq.*, which book is kept, as required by law, for that purpose; and I further certify that a true and exact copy of the foregoing Agreement, with the certificates annexed, was filed in my office on theday of July, 1906, at..... M.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State at the City of Springfield, on this..... day of July, 1906.

.....
Secretary of State.

Indiana.

(*Horner's Ann. Indiana Statutes Rev. of 1901, §§ 4097a-e incl.*)

STATE OF INDIANA,)
CITY OF INDIANAPOLIS,) ss. .

I, DANIEL E. STORMS, Secretary of State of the State of Indiana, do hereby certify that the foregoing Agreement between Lee, Higginson & Co., The Wabash Railroad Company and City Trust Co., dated July 2, 1906, with the certificates annexed, was filed for record and was duly recorded in my office on the..... day of July, at..... M., in Book Noof Record of Incorporation, at pages.....*et seq.*, which said book is kept as required by law for that purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Indiana, at the City of Indianapolis, this.....day of July, 1906.

.....
Secretary of State.

Missouri.

(*Revised Statutes, 1899, Secs. 1182 to 1185 inc.*)

STATE OF MISSOURI,)
CITY OF JEFFERSON CITY,) ss. :

I, JOHN E. SWANGER, Secretary of State of the State of Missouri, do hereby certify that the foregoing Agreement between Lee, Higginson & Co.. The Wabash Railroad Company and City Trust Co., with the certificates annexed, dated July 2, 1906, was filed for record and was duly recorded in my office on the..... day of July, 1906, at..... M., in a book of records kept, as required by law, for that purpose, the same beingBook, page.....*et seq.*

Given under my hand and the Great Seal of the State of Missouri, at Jefferson City, this..... day of July, 1906.

.....
Secretary of State.

Iowa.

(*Anno. Code Iowa*, 1897, *Secs. 2051-2053, inc.*)

STATE OF IOWA,)
CITY OF DES MOINES,) ss. :

I, WILLIAM B. MARTIN, Secretary of State of the State of Iowa, do hereby certify that the foregoing Agreement, with the certificates annexed, between Lee, Higginson & Co, The Wabash Railroad Company and City Trust Co., dated July 2, 1906, was filed for record and duly recorded on the day of July, 1906, at M., in my office, in a book of records kept, as required by law, for that purpose, the same being Book, page *et seq.*

Given under my hand and the Great Seal of the State of Iowa, in the City of Des Moines, this.. day of July, 1906.

.....
Secretary of State

Massachusetts.

(*Rev. Laws of Mass.*, 1902, *Chap. 111, Secs. 75 and 76*)

COMMONWEALTH OF MASSACHUSETTS,)
CITY OF BOSTON,)

I, WILLIAM M. OLIN, Secretary of State of the Commonwealth of Massachusetts, do hereby certify that the foregoing agreement and certificates annexed, between Lee, Higginson & Son, The Wabash Railroad Company and City Trust Co., dated July 2, 1906, was received for record, and was duly recorded in my office on the day of July, A. D. 1906, at o'clock M., in Book, Volume , page *et seq.*, being the book which is kept, as required by law, for that purpose.

Secretary of State.

New York.

(*Laws of New York*, 1900, *Ch.* 248, *Sec.* 113).

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss. :

I, FRANK GASS, Register in and for the County of New York, State of New York, do hereby certify that the foregoing Agreement between Lee, Higginson & Co., The Wabash Railroad Company and City Trust Co., dated July 2, 1906, with the certificates annexed, was filed for record and was duly recorded in my office on the day of July, 1906, at M. in the same book as real estate mortgages are recorded, to wit, Liber..... of General Mortgages, page.....*et seq.*, said book being kept as required by law for that purpose.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day of July, 1906.

.....
Register New York County.



3 0112 061935695